

**PARISH OF JEFFERSON**

**REQUEST FOR STATEMENT OF QUALIFICATIONS TO PROVIDE  
SUPPLEMENTAL COMPUTER SERVICES FOR  
THE ELECTRONIC INFORMATION SYSTEMS DEPARTMENT**

**SOQ001**

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**TABLE OF CONTENTS**

**I. Administrative Information**

- A. Solicitation and Response
- B. Background
- C. Goals and Objectives
- D. Submittal
- E. Response Format
- F. Number of Response Copies
- G. Confidentiality
- H. Clarification Prior to Submittal
- I. Pre-submittal Conference
- J. Inquiry
- K. Contact
- L. Changes, Addenda, Withdrawals
- M. Cost of Preparation
- N. Required Affidavits
- O. Taxes
- P. Submittal Validity
- Q. Prime Contractor Responsibility
- R. Written or Oral Discussions/Presentations
- S. Acceptance of Content
- T. Contract Negotiations
- U. Cancellation of Request or Rejection of Statement of Qualifications
- V. Evaluation and Selection

**II. Scope and Definition**

- A. Anticipated Staffing Requirements
- B. Application Software Support on the IBM iSeries
- C. Application Software Support – Special Projects

### **III. Agreement**

- A. Required General Terms and Conditions of Proposed Agreement

### **IV. Price Proposal**

### **V. Procedure**

- A. Solicitation
- B. Anticipated Calendar of Events
- C. Vendor Response
- D. Evaluation
- E. Award

**Attachment A** - Price Proposal

**Attachment B** - Professional Services Questionnaire

**PARISH OF JEFFERSON**  
**REQUEST FOR STATEMENT OF QUALIFICATIONS TO PROVIDE**  
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**I. Administrative Information**

**A. Solicitation and Response**

Jefferson Parish is soliciting Statements of Qualifications from firms interested in providing supplemental services to assist the Electronic Information Systems Department in the development and maintenance of software applications, computer systems operations, and related services. Response to this Request for Statement of Qualifications signifies acceptance of the obligations and rights specified herein.

Failure to respond to any requirement specified in this Request for Statement of Qualifications, or failure to complete and endorse the required documents may disqualify the responder.

**B. Background**

The EIS Department supports the operations of the administrative and legislative segments of Jefferson Parish government. The administrative segment is represented by the Parish President and his staff. The legislative segment is represented by the Parish Council and its staff. Operations of the Library are not a consideration of this Request for Statement of Qualifications.

The EIS Department operates two data centers, one on the East Bank in the Yenni Building and one on the West Bank in the General Government Building in Gretna. All other remote parish locations connect to these data centers through various modes of wide area network transport.

One IBM iSeries (AS/400) system is supported in each location, as well as various Windows-based file and application servers. The iSeries system in Gretna hosts the financial management and payroll applications, as well as some custom-written applications. The iSeries system in the Yenni Bldg hosts the utility billing application, as well as some custom-written applications. The systems are connected via Metro Ethernet and Synchronet data lines.

Since 2004, there have been 2 full time RPG programmers and 2 full time data center operators on site provided by a contractor in support of parish iSeries operations. The annual value of this support has been approximately \$350,000.

Changes in the computing environment have in resulted a decrease in the need for iSeries programming support and a decrease in the tasks of the data center operators. As a result, only one full time RPG programmer and one full time or full time equivalent data center operator will be needed for future operations.

In addition to the primary role of iSeries operations support, some programming projects on Microsoft server platforms have been assigned to the current contractor. Such special projects have varied in value from year to year and are based on need and budget. For example, in 2006, special projects amounted to approximately \$10,000. In 2007, the value of special projects work was approximately \$150,000. During that year, there was a need for rapid development of several software applications in support of post Katrina operations and there was funding for that work. The need and funding flowed into 2008, with the value of special projects totaling approximately \$90,000. In 2009, special projects value declined to approximately \$50,000.

Two examples of high value special projects that were funded are the JumpStart Jefferson re-entry application process and the Business Continuity Network contact registry which can be found at <http://www.jumpstartjefferson.com/>.

A software application for recording and tracking FEMA trailers in unincorporated Jefferson Parish during 2007 and 2008 is another example of a funded special project that was assigned to the current contract holder.

If approved by the Jefferson Parish council, the parish will offer a two year contract to the selected vendor. The contract will have an annual cap of \$400,000. It should be understood that the cap is the maximum annual value of the contract, unless the council approves an increase during the term of the contract. Actual work awarded is based on need and annual budget, which does not guarantee that the annual cap will be reached.

### **C. Goals and Objectives**

The Electronic Information Systems Department currently has three RPG programmers and a programmer analyst on staff. It also has two Oracle programmers. In addition, staff programmers have developed applications in Access, Visual Basic, and Microsoft .Net, using Microsoft SQL, Oracle, and IBM DB2 databases. A contractor with similar and additional skills would supplement staff efforts in support of parish computer users, assisting when demand peaks beyond staff capabilities and handling projects that require skills outside of the training of parish staff.

The EIS Department assists parish departments with routine and incidental tasks, most of which have deadlines. The contractor is expected to assist in meeting

routine deadlines, such as with payroll processing and check printing, purchase order creation and printing, and utility bill creation and printing. The contractor should bring to the table assets that both supplement and complement operations of the EIS Department. Such assets should be able to perform many of the duties of parish staff, and should introduce new concepts and technologies that would enhance parish operations.

#### **D. Submittal**

This Request for Statement of Qualifications is available in electronic form at the Louisiana State Purchasing (LaPAC) website, <http://wwwprd.doa.louisiana.gov/OSP/LaPAC/deptbids.asp> . Look for Non State - Jefferson Parish Purchasing Department at the bottom of the web page.

It is available in PDF format or in printed form by submitting a written request to the Jefferson Parish Council Clerk, 200 Derbigny St., 6<sup>th</sup> Floor, Gretna, LA 70053, or by calling the Council Clerk's Office at 504-364-2626.

Statement of Qualifications should be mailed or hand delivered to:  
Jefferson Parish Council Clerk  
200 Derbigny St., 6<sup>th</sup> Floor  
Gretna, LA 70053

Submitters are solely responsible for ensuring that its courier service makes inside deliveries to this physical location. The Jefferson Parish Council Clerk is not responsible for any delays caused by the submitter's chosen means of delivery. Submitters are solely responsible for the timely delivery of their responses. Failure to meet the submission deadline shall result in rejection.

For Statement of Qualifications to be considered, the persons or firms under consideration shall have at least one principal who has at least five years experience in the field or fields of expertise required for the project.

#### **E. Response Format**

Statement of Qualifications must conform to the following format and order.

1. Cover letter indicating that the submitter understands the requirements of the Request for Statement of Qualifications, summarizing the submitter's qualifications to provide computer services relative to the parish's computer operations, and stating a willingness to enter into a contract to provide such services. The letter shall be signed by a person having the authority to commit the company to a contract, accompanied by evidence of the authority of the signer.

The letter shall specifically indicate what entity (in the case of a joint venture or other collaboration) will be the prime contracting entity.

2. Table of Contents organized in the order and format indicated herein.
3. History and background of the company; if applicable, history and background of any joint venture or collaborating companies;
4. Financial strength and stability of the company and any joint venture or collaborating companies.
5. Completed Jefferson Parish Professional Engineer and Related Services Questionnaire for Specific Project form (Attachment B). This form can be found at <http://www.jeffparish.net/downloads/2350/3758-JPProfSvcQuestionnaire.pdf>, or can be acquired from the Jefferson Parish Council Clerk. For the Project Name, indicate 'Supplemental Computer Services for the EIS Department'. Each proposed subcontractor must complete the Questionnaire as well.
6. Agreements which Jefferson Parish will be asked to sign as part of a contract award.
7. Any additional material which might assist in the evaluation process.
8. Price proposal: Fixed fees, hourly rates for various services, and any costs that are to be considered in a contractual arrangement with the Parish. Price proposals shall be submitted sealed in an enclosure separate from the solution submittal.

#### **F. Number of Response Copies**

One signed original response in a three-ring binder and 15 additional hard copies of the response should be submitted. As an alternative, one signed original in a three-ring binder and 7 additional hard copies, plus 8 copies on CDs containing all of the same pages as the hard copies, may be submitted.

#### **G. Confidentiality**

All documents submitted to the parish are subject to the Louisiana Public Records Act, LSA-R.S. 44:1 *et seq.*, and may be released when a public records request is made by news media, competitors, or other interested parties, in accordance with the law.

If a submitter deems any document submitted to the parish under this REQUEST contains confidential business data, trade secrets, proprietary information, or data not otherwise subject to public disclosure, under La. Const. Art I § 5, LSA-R.S.

44:4 or 4.1, or other provisions of law, the submitter shall clearly mark the documents as "Confidential" prior to delivering or making them available to the Parish.

- (1) If the parish receives a request for the production or disclosure of documents so marked, it will decline disclosure and notify the submitter of such request;
- (2) Provided, however, that if any action is commenced against the parish under the Louisiana Public Records Act, LSA-R.S. 44:1 *et seq.*, or otherwise seeking to compel production or disclosure of the documents, the submitter or any other person asserting the confidentiality privilege of such documents shall defend, indemnify and hold the parish harmless from any costs, damages, penalties or other consequences of the parish's refusal to disclose or produce such documents. Failure of the submitter to immediately intervene in such legal action, will authorize the parish to voluntarily provide the information for disclosure under the supervision of the court;
- (3) The parish assumes no liability for disclosure or use of any document or portion of this REQUEST that has not been clearly marked as "confidential", or as otherwise constituting information exempt from the Louisiana Public Records Act, and may use or disclose such unmarked documents as public records.

(4) The submitter is to mark the cover sheet of the submittal with the following legend, specifying the pages of the submittal which are to be restricted in accordance with the conditions of the legend:

“The data contained in Pages \_\_\_\_\_ of the submittal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this submitter as a result of or in connection with this submittal, Jefferson Parish shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit Jefferson Parish’s right to use or disclose data obtained from any source, including the submitter, without restrictions.”

Further, to protect such data, each page containing such data shall be specifically identified and marked “**CONFIDENTIAL.**”

The submitter shall not mark the entire submittal "confidential" or as information constituting an exception to Louisiana's Public Records Act. If an entire response, submittal is so marked, Jefferson Parish shall not consider the submittal for an award of the contract.

Nothing herein shall prohibit Jefferson Parish from making any submittal, including confidential business data, trade secrets, and proprietary information contained therein, available to any other parish agency, person or organization for the sole purpose of assisting the parish in its evaluation of the submittal. The parish shall require said individuals to protect the confidentiality of any specifically

identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

#### **H. Clarifications Prior to Submittal**

If any ambiguity, conflict, discrepancy, omission, or other critical error is discovered in this document, the contact person identified herein should be immediately notified of such error in writing and a request for modification or clarification should be made. Modifications and clarifications will be given by written addendum to all parties of record as having received this document. Jefferson Parish may modify the Request for Statement of Qualifications specifications prior to the date fixed for submission by issuance of an addendum to all parties of record as having received this document.

#### **I. Pre-Submittal Conference**

A pre-submittal conference will be held at which prospective contractors may participate to obtain clarification of the requirements of the Request for Statement of Qualifications and to receive answers to relevant questions. Any firm intending to submit a response should have at least one duly authorized representative attend the conference.

Although impromptu questions will be permitted and spontaneous answers may be provided during the conference, the only official answer or position of the Parish will be stated in writing in response to written questions.

#### **J. Inquiry**

An initial inquiry period is hereby firmly set for all interested submitters to perform a detailed review of the REQUEST documents and to submit any written questions relative thereto. *Without exception*, all questions MUST be in writing (even if an answer has already been given to an oral question during the pre-submittal conference) and received by the close of business on the Inquiry Deadline date set forth in the Calendar of Events. Inquiries shall not be entertained thereafter.

Jefferson Parish shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency and departments. Jefferson Parish reasonably expects and requires responsible and interested submitters to conduct their in-depth submittal review and submit inquiries in a timely manner.

Further, we realize that additional questions or requests for clarification may be generated from the parish's addendum responses to the inquiries received during the

initial inquiry period. Therefore, a final 3-day inquiry period shall be granted. Questions relative to the addendum shall be submitted by the close of business three working days from the date the addendum is posted. If necessary, another addendum will be issued to address the final questions received. Thereafter, all submittal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum issued as a result of the final inquiry period.

No negotiations, decisions, or actions shall be executed as a result of any oral discussions with any parish employee or parish consultant. The parish shall only consider written and timely communications from submitters.

Inquiries shall be submitted in writing by an authorized representative of the submitter, clearly cross-referenced to the relevant solicitation section. Only those inquiries received by the established deadline shall be considered by the parish. Answers to questions that change or substantially clarify the solicitation shall be issued by addendum and provided to all parties of record as having received this document.

#### **K. Contact**

Written inquiries concerning this Request may be delivered by mail, courier, or other means to: Jefferson Parish EIS Department, 1221 Elmwood Park Blvd, Ste 700, Jefferson, LA 70123, or to [rboudreaux@jeffparish.net](mailto:rboudreaux@jeffparish.net), or by fax to 504-736-6123.

Inquiries made in person will not be entertained.

#### **L. Changes, Addenda, Withdrawals**

Changes or addenda to a submittal will be accepted if delivered in a sealed envelope prior to the deadline as indicated in the Calendar of Events. Changes or addenda must be in writing, must be signed by an authorized representative of the submitter, and must be cross-referenced to the relevant submittal section.

#### **M. Cost of Preparation**

The submitter assumes sole responsibility for all costs associated with the preparation of responses to this Request for Statement of Qualifications, including oral presentations, and shall not include such costs in the offered contract price and terms.

## **N. Required Affidavits**

All persons or firms who submit responses to any request for submittals to contract on a non-bid basis with Jefferson Parish or with any of its agencies, divisions or special districts must identify all subcontractors and persons, excluding full time employees of the firm, who would assist in providing services or materials under the contract or who would share in any fees, commissions or other remuneration under the contract.

In addition, the person or firm contracting or proposing to contract with Jefferson Parish or with any of its agencies, divisions or special districts on a non-bid basis must submit prior to the ratification of the contract or contract amendment by the Council:

1. An affidavit attesting:
  - a. That the affiant has not and will not employ any person either directly or indirectly to secure the public contract under which he is to receive payment, other than persons regularly employed by the affiant whose service in connection with the provision or procuring of insurance under the contract or in securing the public contract are in the regular course of their duties for the affiant; and
  - b. That no part of the contract price was paid or will be paid to any person for soliciting the contract other than the payment of normal compensation to persons regularly employed by the affiant whose services with the project are in the regular course of their duties for the affiant; and
2. An affidavit attesting to:
  - a. Any and all campaign contributions that the affiant has made to elected officials of the parish during the current term; and
  - b. Any and all debts owed by the affiant to any elected or appointed official of the parish, and any and all debts owed by any elected or appointed official of the parish to the affiant; and attesting:
  - c. That the affiant has not made any contribution to or in support of elected officials of the parish through or in the name of another person or firm either directly or indirectly.

## **O. Taxes**

Any taxes, other than state and local sales and use taxes, from which the Parish is exempt, shall be assumed to be included within the submitter's cost.

## **P. Submittal Validity**

All submittals shall be considered valid for acceptance until such time an award is made, unless the submitter provides for a different time period within its response.

However, the Parish reserves the right to reject a response if it is deemed unacceptable and the submitter is unwilling to extend the validity of its submission.

**Q. Prime Contractor Responsibilities**

The selected contractor shall be required to assume the responsibility for all items and services offered in its submittal whether or not he produces or provides them. The Parish shall consider the selected contractor to be the sole point of contact with regard to contractual matters, including payment of any and all changes resulting from the contract.

**R. Written or Oral Discussions/Presentations**

Written or oral discussions may be conducted at the discretion of the Parish. Submittals may be accepted without such discussions, and award may be made solely on the basis of information submitted. Therefore, submitted information should be complete and should reflect the most favorable terms. Neither negotiations nor changes to submittals will be allowed during discussions.

**S. Acceptance of Content**

The mandatory Request for Statement of Qualifications requirements shall become contractual obligations if a contract ensues. Failure of the successful contractor to accept these obligations shall result in rejection.

**T. Contract Negotiations**

If for any reason the submitter whose submittal is most responsive to the Parish's needs does not agree to a contract, that submittal shall be rejected and the Parish may negotiate with the next most responsive contractor. Negotiation may include revision of non-mandatory terms, conditions, and requirements. The Jefferson Parish Council shall approve the final contract form.

**U. Cancellation of Request or Rejection of Statement of Qualifications**

Jefferson Parish reserves the right to reject any or all Statement of Qualifications received in response to this Request, or to cancel this Request if it is in the best interest of the Parish to do so.

## **V. Evaluation and Selection**

All responses received as a result of this Request are subject to evaluation by the Jefferson Parish Data Processing Advisory Committee for the purpose of determining the viability of the submitter with whom the Parish may contract.

The DPAC, whose members have expertise in various areas, has been selected to evaluate all submittals. The DPAC will determine which submittals are viable for selection by the Parish Council for contract award. If desired by the DPAC, written or oral discussions may be conducted with any or all of the submitters to make this determination.

Written evaluation for award shall be made to the Jefferson Parish Council indicating the submitters whose qualifications, conforming to the Request for Statement of Qualifications, will be the most advantageous to Jefferson Parish. The DPAC may reject any or all submittals if none are considered in the best interest of the Parish.

Submittals will be examined for compliance with all requirements in the Request. Price will be evaluated separately.

## **II. Scope and Definition**

### **A. Anticipated Staffing Requirements**

#### **Data Center Operations**

Gretna – A data center operator is needed to support accounting, payroll, and purchasing operations, run large print jobs, print and seal checks, and monitor local and remote user communications. All of these tasks can be completed during morning hours. Many tasks are biweekly, therefore, there are some days when an operator is not needed in Gretna.

Elmwood – A data center operator is needed in the Yenni Bldg to support Utility Billing operations, print utility bills, and large reports. Bills and reports are printed on the 5<sup>th</sup> floor and delivered to the billing office on the 1<sup>st</sup> floor. Printing of bills is scheduled for two days per week and can be done in the afternoon. Some paper supplies are stored on the 7<sup>th</sup> floor due to space limitations in the printing office.

Given that the tasks at neither data center require an operator on site full time, one person with transportation could do both jobs, or two people could be used in a part time capacity. There should be enough work for one full time equivalent employee.

#### Application Software Maintenance

One programmer, fluent in RPG and highly knowledgeable in iSeries system operations, is needed in the Yenni data center to assist in support of the financial management, payroll, and utility billing applications, as well as all other custom-written applications on the two iSeries systems.

The programmer must have at least three years experience programming in RPG within the last five years and at least one year programming in RPG ILE.

There is generally enough work for this position to be full time.

#### Special Projects

It is anticipated that additional resources will be needed from time to time for software application creation, implementation, and training on platforms other than the IBM iSeries.

### **B. Application Software Support on the IBM iSeries Systems**

Contractor staff will be expected to assist in the support of all application software hosted on the iSeries systems. Examples of applications currently hosted on those systems are:

- General Ledger
- Accounts Payable
- Payroll Preparation and Accounting
- Budget Preparation
- Project and Grant Accounting
- Requisitions and Purchase Orders
- Fixed Asset Accounting
- Project Tracking (Accounting)
- Utility Billing
- Community Development Management
- Retirement Benefits Preparation and Accounting
- Telephone Bill Reporting
- Personnel Requisition (DP10 & DP11)

### **C. Application Software Support – Special Projects**

Support, maintenance, and enhancements are needed for an important custom written system that was developed by the current contractor. The JumpStart Jefferson system provides a way for the parish to phase the re-entry of businesses and citizens into the parish after a catastrophic event, such as a direct hit from a hurricane. The Business Continuity Network gives businesses a method of contacting each other during and after an event that requires the dispersal of our

population. Both of these web-based applications must be hosted, maintained, and enhanced per parish direction. These resources can be found at <http://www.jumpstartjefferson.com/> .

### **III. Agreement**

#### **A. Required General Terms and Conditions of an Agreement**

1. Record Ownership - All records, reports, documents or other material related to any contract resulting from this Request and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of Jefferson Parish, and shall, upon request, be returned by Contractor to Jefferson Parish, at Contractor's expense, at termination or expiration of this contract.

All lists, data, databases, and software which is developed or modified for the specific use of Jefferson Parish is the property of Jefferson Parish. Any use of the data or software without the expressed, written consent of Jefferson Parish shall be considered a breach of contract by the contractor. Such material shall be returned by the Contractor to Jefferson Parish, at Contractor's expense, at termination or expiration of this contract.

2. Insurance - The contractor shall secure and maintain at its expense such insurance as will protect the contractor and Jefferson Parish from claims under the worker's compensation acts and from claims for bodily injury, death or property damage which shall arise from the performance of services under agreement. General commercial liability insurance for bodily injury or death shall be in the amount of \$1,000,000.00 for one person and not less than \$1,000,000.00 for all injuries or deaths arising from any occurrence. The insurance for property damage shall be in the amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate. An Errors and Omissions Policy is also required, with limits of no less than \$1,000,000.00 per occurrence.

Certificates of insurance relative to the above provisions shall be furnished to Jefferson Parish prior to the execution of the contract, and shall have the authorizing resolution number stated on them. The contractor shall notify Jefferson Parish in writing whenever any insurance is cancelled, at least 30 days prior to such cancellation. Jefferson Parish may examine the policies of the insurance described above.

3. Limitation of Liability – The contractor shall not be liable for failure to provide services if due to any cause or conditions beyond the contractor's reasonable control. In the event of a breach of this contract by the contractor, the contractor's liability shall be limited to those actual damages sustained by

Jefferson Parish which were foreseeable and proximately resulting there from and shall not include remote and speculative damages.

4. Subletting, Assignment or Transfer – This agreement shall be binding upon the successors and assigns of the parties hereto. This agreement shall not be transferred, assigned or sublet without the prior written consent of the Jefferson Parish Council.
5. Conflict of Interest – The contractor agrees that no director, officer or employee of the contractor or any affiliated company shall directly or indirectly enter into any contract or agreement with Jefferson Parish personally or through a partnership of which he is an officer, director or employee, for furnishing data processing services of any type or nature without first disclosing such fact in written notice to Jefferson Parish.
6. Notice – All notices required by or relating to this contract shall be in writing and shall be sent to the Jefferson Parish Director of Electronic Information Systems and to the parties to this contract at their addresses set below unless changed, in which event each party shall immediately notify the other in writing of such change. All such notices shall be deemed duly given if deposited, registered or certified mail, in the United States mail.

Contractor \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Parish Clerk, Jefferson Parish Council  
PO Box 9  
Gretna, Louisiana 70054-0009

7. Breach and Termination - The Parish may terminate this contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract; provided that the Parish shall give the Contractor written notice specifying the Contractor's failure. If within ten (10) days after receipt of such notice, the Contractor shall not have either corrected such failure and thereafter proceeded diligently to complete such correction, then the Parish may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of the Parish to comply with the terms and conditions of this contract; provided that the contractor shall give the Parish written notice specifying the Parish's failure.

The Parish may terminate any contract entered into as a result of this Request at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

The continuance of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Jefferson Parish Council. If the Council fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Parish President to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

8. Contingent Fees – The contractor warrants that it has not employed or retained any company or person, other than a bona-fide employee working solely for the contractor to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona-fide employee working solely for the contractor, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this contract.
9. Hold Harmless – The contractor agrees to protect, defend, indemnify, save and hold harmless Jefferson Parish, the Jefferson Parish Council, the Director of Electronic Information Systems Department, all Parish Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability directly arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any wrongful act or omission of the contractor, its agents, servants, and employees in the performance of this agreement, or any and all costs, expense and/or causes of action except and to the extent of those claims, demands, and/or causes of action arising out of the negligence of Jefferson Parish, the Jefferson Parish Council, the Director of the Electronic Information Systems Department, all Parish Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers. The contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent except claims by Jefferson Parish, the Jefferson Parish Council, the Director of the Electronic Information Systems Department, all Parish Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers.
10. EEOC and ADA Compliance - The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistant Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act of

The Contracting Party shall keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect his employees or prospective employees.

Any act of discrimination committed by the Contracting Party, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this contract.

11. Entire Agreement – This agreement constitutes the entire agreement between the parties and shall take precedence over any inconsistent provisions contained in any other document except the attached contractor submittal. This agreement shall not be varied by an oral agreement or representation or by other than an instrument in writing of subsequent date hereto, executed by both parties by their duly authorized representatives.
12. Independent Contractor – While in the performance of services or carrying out other obligations under this agreement, contractor shall be acting in the capacity of independent contractor and not as employee or agent of the Parish. The Parish shall not be obligated to any person, firm or corporation for any obligations of contractor arising from the performance or services under this agreement.

It is understood and agreed by the parties hereto that contractor is entering into this agreement in the capacity of an independent contractor and that nothing contained in this agreement is intended to be construed as creating any other relationship between Parish and contractor.

The parties hereto acknowledge and agree that the Parish shall not:

- (a) withhold federal or state income taxes;
- (b) withhold federal social security tax (FICA);
- (c) pay federal or state unemployment taxes for the account of a contractor;  
or
- (d) pay workman's compensation insurance premiums for coverage for contractor.

Contractor agrees to be responsible for and to pay all applicable federal income taxes, federal social security tax (or self-employment tax in lieu thereof) and any applicable federal or state unemployment taxes.

Contractor agrees to indemnify and hold Parish harmless from any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from Parish's treatment of contractor as an independent contractor. Contractor further agrees to reimburse Parish for any and all costs it incurs, including, but not

limited to, accounting fees and legal fees, in defending itself against any such liability.

13. Governing Law – This agreement shall be interpreted by the laws of the State of Louisiana, and the contractor does, by signing this agreement, yield to the jurisdiction of the Twenty-fourth Judicial District Court of Louisiana and formally waive any pleas of lack of jurisdiction in the event of suit under this agreement.

#### **IV. Price Proposal**

Specify price to provide the services described herein. Submitter must indicate price for each component. See Attachment A.

Data Center Operations – Hourly rate by personnel classification for requested services as per Section II.

Application Software Maintenance – Hourly rate by personnel classification for requested services as per Section II.

Special Projects – Hourly rate by personnel classification for requested services as per Section II.

Prepare the price proposal and deliver in a sealed package separate from the Statement of Qualifications.

#### **V. Procedure**

##### **A. Solicitation**

Advertise for submittals giving a general description of what must be provided and the procedures for the interested parties to follow.

Present this document and any attachments to all parties responding to the advertisement.

Forward any addenda to this document to all parties of record as having officially received same.

Inform all parties of record as having officially received this document of the date, time, and place of the pre-submittal conference.

Reply to inquiries and questions regarding this request.

## **B. Anticipated Calendar of Events**

May 6	Advertise Request
May 21	Pre-submittal conference
June 7	Deadline for inquiries
June 11	Deadline for submittals
June 18	Committee evaluation
June 30	Council - contractor selection
Aug 18	Council - contract acceptance

## **C. Vendor Response**

Deliver a cover letter with the sealed Statement of Qualifications on the submitter's letterhead indicating an understanding the requirements of the Request.

Deliver the required document(s) with the sealed Statement of Qualifications verifying the authority of the cover letter signatory to commit the legal entity to the response. If the submitter is an agency, corporation, partnership, or other legal entity, the president, vice-president, secretary/treasurer, or an authorized agent, shall sign the submittal, and satisfactory evidence of the authority of the person signing for the agency, corporation, partnership, or other legal entity shall be attached to the submittal.

Deliver one original and 15 copies of the response in compliance with section I. F. of this document in a sealed package and one original and 15 copies of the price proposal in a sealed package separate from the Statement of Qualifications to the Jefferson Parish Clerk, 200 Derbigny St. – 6<sup>th</sup> Floor, Gretna, Louisiana 70053 no later than 4:30 P.M. Central Daylight Time, June 11, 2010.

## **D. Evaluation**

The Jefferson Parish Data Processing Advisory Committee (DPAC) serves as the evaluation committee.

Statement of Qualifications are evaluated on the basis of the following criteria, each weighed as indicated:

1. Professional training and experience both generally and in relation to the type and magnitude of work required for the particular project; 60 points.
2. Capacity for timely completion of the work, taking into consideration the person's or firm's current and projected workload and professional and support manpower; 5 points.

3. Past and current accomplishments, for which references from clients or former clients and information gathered by inspection of current or recent projects may be considered; 15 points.
4. The nature, quantity and value of parish work previously performed and presently being performed by the person and/or firm submitting; 15 points.
5. Past performance by the person or firm on public contracts, including any problems with time delays, cost overruns, and/or design inadequacies in prior projects for which said person or firm was held to be at fault, as evidenced by documentation provided by the administration; 15 points.
6. An analysis of any work by the person or firm submitting which resulted in litigation between the public entity and the person or firm performing professional services, including but not limited to ongoing litigation with a public entity or involvement in litigation with a public entity in which the public entity prevailed; 15 points.
7. Location of the principal office where work will be performed, with preference being given to persons or firms with offices located in Jefferson Parish; 10 points.
8. The size of the firm based on the number of personnel, as related to the project requirements and/or scope; 10 points.
9. Percentage of Louisiana residents who will work on the project, with preference being given to firms employing at least 80 percent Louisiana residents to work on the project. For purposes of this subsection, a Louisiana resident shall be defined as a person who has resided in this state for a least one hundred and eighty (180) days at the time of initial employment, evidenced by a valid Louisiana motor vehicle operator's license or bill for utility services; 5 points.
10. Price Proposal; 50 points.

Total of Qualifications – 150 points

Total of Price Proposal – 50 points

The committee evaluates the submittals and records a score on each submittal based on the weights assigned.

The committee opens the sealed price proposals. The lowest price proposal will receive the maximum number of points allocated to cost. Points for the remaining proposals will be allocated relative to the lowest price on a pro rata basis. (50 points)

The Committee may request clarification of any submittal, either by phone or by personal appearance of the submitter.

The Committee then submits to the Jefferson Parish Council a list of the top five persons or firms, and a listing of all other persons or firms without additional classification, which, in the opinion of the evaluation committee, have demonstrated adequate experience, competence and expertise with regard to the professional services required.

#### **E. Award**

The Jefferson Parish Council considers the submittals suggested by the committee and by a majority vote directs the Jefferson Parish Administration to negotiate a contract with one submitter, more than one submitter, or rejects all submittals.

The Jefferson Parish Administration negotiates contract(s) as per the Council directive and presents same to the Council.

The Jefferson Parish Council ratifies contract(s) for services or can reject all.

**ATTACHMENT A**  
**PRICE PROPOSAL**

**PARISH OF JEFFERSON**  
**REQUEST FOR STATEMENT OF QUALIFICATIONS FOR**  
**SUPPLEMENTAL COMPUTER SERVICES FOR**  
**THE ELECTRONIC INFORMATION SYSTEMS DEPARTMENT**

**PRICE PROPOSAL**

Anticipated Staff

Computer Programmer/Analyst  
Computer Operator  
Special Projects Personnel

Price

Programmer/Analyst    \$ \_\_\_\_\_/HR x 2080 Hours = \$ \_\_\_\_\_

Computer Operator    \$ \_\_\_\_\_/HR x 2080 Hours = \$ \_\_\_\_\_

Total Price \$ \_\_\_\_\_

Special Projects Personnel:

\_\_\_\_\_ \$ \_\_\_\_\_/HR

\_\_\_\_\_ \$ \_\_\_\_\_/HR

\_\_\_\_\_ \$ \_\_\_\_\_/HR

Other Personnel:

\_\_\_\_\_ \$ \_\_\_\_\_/HR

\_\_\_\_\_ \$ \_\_\_\_\_/HR

\_\_\_\_\_ \$ \_\_\_\_\_/HR

## Escalation

All prices must be held firm unless an escalation provision is requested in this SOQ. Jefferson Parish will allow an annual escalation during the term of the contract, as detailed below.

For the purposes of price comparison when an escalation provision is requested, Jefferson Parish will apply the maximum escalation percentage quoted in the proposal to the period to which it is applied. The initial price and the escalation will be used to calculate the total price. It will be assumed, for comparison of prices only, that an equal amount of labor is used each year throughout the entire contract.

The prices shall be adjusted upward or downward to reflect changes in the cost of doing business, as measured by fluctuation in the CPI using the then most recently published All Urban Consumers All Item Index (CPI-U) U.S. City Average published by the U.S. Department of Labor, Bureau of Labor Statistics on January 1, 2012, and then annually thereafter. For each adjustment, the prices shall be increased or decreased by the percent requested in the SOQ, a percentage amount equal to the net percentage change in the CPI-U, or five (5) percent per annum, whichever is less. The initial change shall be the difference between the most recent CPI-U published for September 1, 2010, and that for January 1, 2012. Subsequent years of the Contract shall be adjusted annually based upon the net percentage change for the preceding year.

Are you requesting an escalation provision?

YES \_\_\_\_\_ NO \_\_\_\_\_

MAXIMUM ESCALATION PERCENTAGE REQUESTED (not to exceed 5%):  
\_\_\_\_\_ %

ATTACHMENT B

PROFESSIONAL SERVICES QUESTIONNAIRE